

## Utah Courts Information XChange Subscription Agreement

This contract is made by and between "Subscriber"

\_\_\_\_\_, (Name of corporation ), a  
\_\_\_\_\_ (type, corporation or partnership) established  
under the laws of \_\_\_\_\_ (state of  
incorporation/partnership formation) and the Utah Administrative Office of the Courts  
(AOC).

The parties agree as follows:

### **1. License**

AOC hereby permits Subscriber to connect to and obtain information from the Utah Courts Information XChange ("XChange") subject to this contract and rules of the Utah Judicial Council. Subscriber may also copy information from XChange to the extent that the XChange software permits and may send electronic mail to other XChange users. Subscriber shall not alter any information or document in XChange except pursuant to prior written permission from AOC. Subscriber shall not tamper with XChange or knowingly or negligently transfer into it any harmful or defamatory material, or transfer into or by means of it any material that may not legally be sent through the United States Mail.

### **2. Account and Password**

This license extends to all persons who use XChange under Subscriber's account and using Subscriber's password, and Subscriber shall be responsible for all use of XChange by such persons, regardless of whether the Subscriber authorizes or knows of such use. AOC shall not disclose Subscriber's password to any person for any reason, except that AOC may change Subscriber's password on request, after having verified the identity of the person making the request and, if that person is acting as an agent, his or her authority to act on behalf of the Subscriber.

### **3. Fees**

Subscriber shall pay to AOC access fees of \$30.00 per month plus \$ .10/minute of connect-time greater than 120 minutes during a billing cycle. A \$25 registration fee is required to setup an XChange account. (as per rule 4-202.8, Utah Code of Judicial Administration). AOC reserves the right to change the access fees upon 30 days written notice to Subscriber. AOC shall bill Subscriber monthly, and payment shall be due 15 days after mailing of the bill. AOC may preclude Subscriber from using XChange if subscribers account is past due. This section does not apply to Utah state governmental entities.

### **4. Limitation of Liability**

AOC shall diligently strive to maintain accurate data on XChange, but shall not be liable for consequential, exemplary, incidental or special damages for any information provided by or through XChange. AOC makes no warranty assuring the accuracy of the information contained in records available on XChange, nor any warranty that electronic mail sent via XChange is actually accessed and read by its intended recipient. In any action based on contract, Subscriber's remedy and AOC's liability shall be limited to the charges imposed by AOC for use of XChange under this contract. Further, AOC does not hereby waive any governmental immunity.

## **5. Term**

This contract shall continue in effect until one party materially breaches or until one day after one party notifies the other in writing that this contract is terminated.

## **6. Force Majeure**

Performance of this contract may be delayed or excused without liability when necessitated by a natural disaster, war, adverse legislation, embargo or boycott, civil disturbance, fire, unforeseen equipment failure, or any similar event outside the control of the nonperforming party.

## **7. Notices**

Any notice given pursuant to this contract, other than a bill for amounts due, shall be sufficient only if hand-delivered or sent by certified mail, postage prepaid, to the parties at the addresses indicated below their signatures. Bills may be sent to Subscriber's address below by first class mail, postage prepaid.

## **8. Governing Law**

All questions concerning the validity, interpretation, performance or breach of this contract and all questions having any substantial relationship to it shall be decided in accordance with Utah law.

## **9. Waiver**

No waiver of any provision of this contract shall operate as a waiver of any other provision, regardless of any similarity or relation that may exist between those provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

## **10. Integration**

This contract contains the entire and integrated contract of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties and not contained herein shall be of any force or effect.

## **11. Attorney's Fees.**

Should either party or its successor breach any of the promises of this contract, the breaching party shall pay all expenses incurred by the other party in enforcing its rights under this contract, including an attorney's fee reasonable in amount, and court costs including appeal(s).

## **12. Authority of Signatories.**

The natural persons signing this contract as officers of a corporation, partners of a partnership, or agents of any entity personally warrant by their signatures that they execute this Agreement pursuant to valid and sufficient authority of the corporation, partnership, or entity for which they sign.

AOC: State of Utah, Administrative Office of the Courts

By: \_\_\_\_\_

Subscriber:

\_\_\_\_\_  
Name of Corporation or Partnership

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Title of Signing Officer

\_\_\_\_\_  
Password (mother's maiden name)

Subscriber's paper mailing address:

\_\_\_\_\_  
Street

\_\_\_\_\_  
State, office or other number

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip

Contact: \_\_\_\_\_  
Name of person to call in case of questions on this account

Telephone: \_\_\_\_\_  
Contact person's phone number

Email Address: \_\_\_\_\_  
Contact person's email address

For Office Use Only

User ID: